

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Agenda
May 16, 2024
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer by Community Pastor
3. Pledge by Aldermen
4. Roll Call
5. Adoption of the Agenda
6. Approval of the Minutes from the April 18th Board of Mayor and Aldermen meeting.
7. Welcome Visitors
8. Proclamation
9. Public Comment
10. Public Hearings
 - a. None
11. Communication from Mayor, Aldermen, City Attorney, and City Administrator
12. Acknowledge Reports
 - A. General Government
 - B. Finance
 - C. Human Resources
 - D. Police
 - E. Fire
 - F. Public Services
 - G. Planning & Codes
 - H. Parks & Recreation
 - I. Library
 - J. Municipal Court
13. Consideration of the Following Resolutions:
 - a. **Resolution 24-05:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *First Reading.*
14. Consideration of the Following Ordinances:
 - a. **Ordinance 24-04:** An ordinance to amend the Zoning Map from Sumner County Residential, to General Commercial, C-2, at 170 Old Highway 31W. *First Reading.*
 - b. **Ordinance 24-05:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *First Reading.*
15. Purchasing:
 - a. To approve or reject the purchase of tactical gear in the amount of \$43,363.20 from ADS, Inc. off GSA Cooperative Contract# 47QSMA19D08Q1. The Police Chief recommends approval.

- b. To approve or reject authorizing the City Administrator Gerald Herman to enter into a one-year Interlocal E911 agreement between E911 Emergency Communication District of Robertson County, Robertson County, the City of Springfield, the City of White House, and other cities within Robertson County in the amount of \$297,274.00 for furnishing dispatching services for the purpose of emergency dispatch at the E911 facility. The Police Chief recommends approval.
- c. To approve or reject the sole source purchase of a replacement pump for Copes Cross Lift Station in the amount of \$61,323.75 from Wascon Sales and Service. The Wastewater Director recommends approval.
- d. To approve or reject the sole source purchase of installing an in-plant lift station in the amount of \$46,900 from Southern Sales. The Wastewater Director recommends approval.

16. Other Business:

- a. To approve or reject subdivision infrastructures and street acceptance for The Parks Phase 3B. The Planning and Codes Director recommends approval.

17. Discussion Items:

- a. None

18. Other Information:

- a. None

19. Adjournment:

May 13, 2024

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Travis Garmon, Wastewater Director
Re: Request for purchase authorization: Replacement Pump for Copes Crossing Lift-Station.

Please be advised that on this day (May 16th, 2024), the Wastewater Department is requesting that the Board of Mayor and Alderman approve and authorize for purchase one (1) Fairbanks-Morse submersible sewer pump for installation at the Copes Crossing Lift-Station. Purchase would be from Wascon Sales and Service for the amount of \$61,323.75 under the sole-source/single-source agreement approved by the Board of Mayor and Aldermen for this current budget year. Estimated lead time for the pump is 16-20 weeks.

The existing pump experienced a seal failure that led to water getting into the motor windings. When pulled and investigated, it was found that the bearings on the main shaft had failed, and the impeller had wobbled inside the volute and caused substantial mechanical/physical damage to the inner workings of the pump, which had damaged the main seal and allowed water to enter the motor windings. The extensive damage and rebuild necessary to the existing pump was quoted at \$46,790.13, and would have an estimated lead time of 8-10 weeks. This same 14-year-old pump has also had 2 seal repairs previously. Due to the very high cost of repairs, history of previous repairs, and general age of the pump, the Wastewater Director recommends replacement of the failed pump with a new unit.

April 19, 2024

Wastewater Treatment
725 Industrial Drive
White House, TN 37188
Attn: Travis Garmon

**REF: Copes Crossing Pump Station
Fairbanks Morse Pump Repair / Replacement**

WASCON is pleased to offer this proposal for you on the above reference project.
Please review the proposal and specifics below to include the following:

Option A: Fairbanks Morse Pump Repair

- (1) Impeller
- (1) Volute
- (1) Top & Bottom Bearings
- (1) Upper & Lower Mechanical Seal Kits
- (1) Moisture Detectors
- (1) O-ring Sets
- (1) Motor Rewind
- (1) Shop Labor to tour down pump, inspect and install the parts as listed above to rebuild.

PRICE: \$46,790.13

Lead Time 8-10 weeks

Option B: Fairbanks Morse Pump Replacement

- (1) Fairbanks Morse Pump
(Direct Replacement)
960 GPM – 230 TDH
135HP/3PH/460V

PRICE: \$61,323.75

Lead Time 16-20 weeks

Notes:

1. The price listed above is for labor & materials to repair.
2. Mileage and Labor to install is not included in this price.
3. WASCON Standard Terms and Conditions Apply.
4. Pricing is valid for 30 days from date above.

WASCON looks forward to working with you on this proposal. If you have any questions regarding this proposal, please feel free to contact us at any time!

Thanks,
Scott Underwood

May 13, 2024

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Travis Garmon, Wastewater Director
Re: Request for purchase authorization: In-Plant Lift-Station Installation.

Please be advised that on this day (May 16th, 2024), the Wastewater Department is requesting that the Board of Mayor and Alderman approve and authorize for agreement to install the replacement in-plant Gorman-Rupp Suction Lift-Station. Purchase would be from supplying station vendor as required by City Standard Sewer Specifications, which is Southern Sales (AKA “Tencarva Municipal”) for the amount of \$46,900 under the sole-source/single-source agreement approved by the Board of Mayor and Aldermen for this current budget year. Installation is anticipated to be completed within the coming weeks, if authorized.

The existing in-plant lift-station was found to be undersized for the new facility coming online, and has also begun experiencing substantial mechanical failures. The new in-plant station has already been purchased and delivered to the site from Southern Sales Company, and installation cost estimates were delayed pending on-the-ground investigations into existing infrastructure, as well as pending work by City personnel.



2937 Kraft Drive
Nashville, TN 37204
Office: (615) 254-0066
Fax #: (615) 254-0791
www.southernsalesinc.com
www.tencarva.com



Quotation

To: Travis Garmon

Date: 4/12/24
Project: Plant Drain PS
Owner: White House
Engineer: N/A
Quote No: 2232024BF

Under the terms and conditions herein stated, we are pleased to quote the following:

INSTALLATION SERVICES – PUMP STATION

Southern Sales will provide installation services to include the following:

- Supply of PVC piping, stainless steel pipe supports, associated anchor bolts, electrical conduit and wiring within the wet well and building.
- Vac truck rental to clean wet well
- Demo of existing pump station, piping, and electrical. Pump station will be turned over to the City and price does not include disposal.
- Setting and installation of station enclosure, floats, piping and pipe supports within the wet well, and electrical conduit and wire within the wet well and building. Replace vent pipe. Core drill all holes in top of wet well.
- Crane rental to offload and set the station (two mobilizations). Deduct \$1,600.00 if on-site lull can be utilized to set the station.
- Start-up and commissioning.
- Installation does NOT include: Bypass pumping, dewatering, or electrical conduit and wiring buried outside the limits of the slab. External disconnect, if required, by others. If grout demolition and/or placement is required within the wet well in order to remove/install suction piping this will be billed as an extra on a T&M basis.

Total Selling Price..... \$46,900.00

General Notes:

1. No sales tax included
2. Any items of equipment or services not specifically outlined in the above to be supplied by others.
3. Please direct all inquiries regarding this proposal to Brent Fulghum at the phone numbers shown below.

We appreciate the opportunity to quote you on this project.

Sincerely yours,

SOUTHERN SALES COMPANY

A division of Tencarva Machinery Company

Brent Fulghum, P.E.

bfulghum@southernsalesinc.com

(615) 483-9537 Mobile

SOUTHERN SALES COMPANY
A division of Tencarva Machinery Company

TERMS AND CONDITIONS

1. **OFFER.** This Quotation is submitted by Seller to Buyer subject to the terms and conditions set forth herein, and constitutes an offer of sale by Seller to Buyer. This offer may only be accepted on the exact terms set forth herein and Seller objects to any modified or additional terms. Seller's obligations hereunder are subject to Buyer's continued credit acceptability by Seller through the time of shipment.

2. **PRICES.** Prices quoted in this proposal are firm for a period of **90 days** from the date hereof, provided Seller has not revoked this offer. Thereafter, prices may be revised to reflect Seller's selling prices in effect on the date of shipment. If shipment is, for any reason, deferred beyond **12 months** from the date of Buyer's acceptance, the prices set forth herein shall be amended to conform to Seller's prices in effect on the date of shipment. All applicable taxes or other Government charges upon the production, sale, shipment, installation and/or use of products covered by this proposal shall be added to the total price and shall be paid by Buyer.

3. **TERMS OF PAYMENT.** Buyer agrees to pay on terms of "**NET 30 DAYS FROM DATE OF BENEFICIAL USE/STARTUP**" of each item, however credit is subject to Buyer's continued credit acceptability by Seller through the time of shipment. Buyer also agrees to pay interest on past due accounts at the rate of one and one-half percent per month, plus all costs of collection, including reasonable attorney fees.

4. **ITEMS INCLUDED.** This offer does include installation, field erection, or service accessories or related materials (such as controls, piping, printed matter, etc.) unless specified herein. If Buyer desires additional field service for checking the installation and/or instruction in operation of the products in excess of that set forth in this proposal, Buyer agrees to pay a **per diem rate of \$1,500.00** including travel time.

5. **DELIVERY.** Delivery shall be "**FOB SELLER'S FACILITY.**" All claims for damage, delay and/or shortage arising from such shipment shall be made by Buyer directly solely against the Carrier. Buyer agrees that shipment schedules and/or delivery dates set forth in this Quotation are only Seller's best estimate of time required to ship. No liability, direct or indirect, is assumed by Seller for failure to ship as scheduled. Seller may make partial shipments and Buyer agrees to pay as provided herein for all products shipped. Buyer shall notify Seller of any nonconformity within 5 days after receipt of the products.

6. **CANCELLATION, SUSPENSION OR DELAY.** Orders may be canceled, suspended or delayed at any time prior to shipment - but only upon Buyer's prior payment to Seller of Seller's reasonable charges for cancellation, suspension or delay, which charges shall include expenses incurred by Seller to cancel, suspend or delay, and Seller's anticipated profit. Buyer shall supply to Seller, in a timely fashion, all required technical information, including drawing approvals. Seller shall not be liable for loss, damage, delay, and/or late delivery due to causes beyond its reasonable control, including, without limitation, late delivery by the manufacturer of the products, fire, strike or concerted action of workmen, act or omission of any governmental authority, or delays in transportation. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

7. **BACKCHARGES.** Buyer agrees that Seller will not owe backcharges for labor, materials or other costs incurred by Buyer or others in adjustment, modification, service or repair of material or equipment furnished unless such backcharges previously have been authorized in writing by Seller.

8. **WARRANTY.** To the extent assignable, Seller shall assign to Buyer, without recourse to Seller, all warranties of the manufacturer with respect to the products. Services are warranted to be performed in a workmanlike manner. Seller makes **NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE** with respect to the products or services provided, and no warranties or guaranties, express or implied, are made by Seller except as specifically provided herein. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. Correction of nonconformities shall be Buyer's exclusive remedy with respect to the services performed by Seller. Seller's liability on any claim shall in no case exceed the purchase price.

9. **DISCLAIMER.** **IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE.** Seller shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the products by Buyer or others. Any cause of

action against Seller arising out of or relating to the products or the services shall expire unless brought within one year of time of accrual thereof.

10. TITLE. Title to the products passes to Buyer at the time of shipment. Buyer agrees (should Seller request it) to promptly execute security agreements and financing statements granting to Seller a security interest in the contract amount of this agreement in either (1) all of the equipment covered by this agreement, or (2) Buyer's entire inventory, equipment, accounts receivable and their proceeds, plus after-acquired additions and substitutions.

11. COMPLIANCE WITH LAWS. It is understood that Seller has relied upon data furnished by and on behalf of Buyer with respect to the safety aspects of the installation and use of the products and that it is Buyer's responsibility to assure that the products will, when installed and put to use, be in compliance with safety requirements by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. Buyer shall be solely responsible for securing any necessary permits under (and for compliance with) all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the products provided hereunder.

12. INDEMNIFICATION. Buyer hereby agrees to defend, release, indemnify and hold harmless Seller, its directors, officers, successors, agents and employees, against any and all suits, actions, proceedings, at law or at equity, and from any and all demands, judgments, penalties, losses, costs, damages, claims, liabilities or expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from any injury or damage to any person or property in connection with (i) any inadequacy of safety features, devices or characteristics of the products or in the installation, use or operation of same, except claims for repair or replacement of defective parts as provided herein, and (ii) to the extent that products or any portion thereof are supplied according to Buyer's design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, any such design, instructions, modification, combination, performance or production, including, without limitation, patent infringement claims.

13. COMPLETE AGREEMENT. The complete agreement between Seller and the Buyer is contained herein and is not subject to modifications except in a writing signed by an authorized officer of each party.

ACCEPTED:

BUYER'S NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

TITLE _____ DATE _____

BUYER'S TAXPAYER IDENTIFICATION NUMBER: _____

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Ceagus Clark, Planning and Codes Director
Re: Subdivision and Street Acceptance, The Parks Phase 3B
Date: March 11, 2024

The White House Planning Commission on Monday February 12, 2024 recommended acceptance of the improvements in The Parks, Phase 3B. All plats for this phase have been recorded at the Robertson County Register of Deeds office. This phase is beyond the required maintenance bonds. The public subdivision improvements were inspected and approved by Public Services and meet the subdivision regulations for acceptance under section 3-101.7

3-101.7 Acceptance of Dedication Offers

Acceptance of formal offers of dedication of public ways, easements, and parks shall be by formal action of the governing body or other agency ultimately responsible for acceptance of the facilities. Such action shall be in the form of a resolution recommended by the Planning Commission to the accepting body. The approval by the Planning Commission of a subdivision plat shall not be deemed to constitute or imply an acceptance by the local government or other agency ultimately responsible for acceptance of the facilities of any public way, easement, or other ground shown on the plat. The Planning Commission may require the plat to be endorsed with appropriate notes to this effect.